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**UNITED STATES BANKRUPTCY COURT
DISTRICT OF NEW JERSEY**

In re:

ORBIT ENERGY & POWER, LLC

Debtor.

Hon. Andrew B. Altenburg, Jr.

Case No. 22-19628 (ABA)

Chapter 7

Hearing date: June 11, 20224

**CERTIFICATION OF ANDREW SKLAR IN SUPPORT OF MOTION TO
REOPEN CASE AND APPROVE SETTLEMENT AGREEMENT
BETWEEN ANDREW SKLAR, AS CHAPTER 7 TRUSTEE OF ORBIT
ENERGY & POWER, LLC AND SOLAR FOUNDATIONS USA, INC.**

I, ANDREW SKLAR, of full age, hereby certify as follows:

1. I am the Trustee¹ appointed in this case by the Office of the United States Trustee, which appointment remains in effect. As such, I have full knowledge of the facts set forth herein.

2. I submit this certification in support of the motion (the "Motion") to approve the settlement agreement dated May 9, 2024 (the "Settlement Agreement") between me, in my capacity as chapter 7 trustee of Orbit Energy & Power, LLC ("Orbit" or "Debtor"), and Solar Foundations USA, Inc., ("Solar").

3. A copy of the Settlement Agreement is attached hereto as **Exhibit A**.

¹ Capitalized terms not defined herein shall have the meanings ascribed to them in the memorandum of law submitted in support of the Motion.

4. To underscore the key considerations in light of the governing multi-factored analysis for approving settlements, I submit the following: (a) probability of success in litigation – the Trustee already acknowledged the existence of a valid, substantial New Value defense raised by Solar and Solar is asserting an ordinary course defense to the remainder of the Trustee’s claim and there is always some risk in litigation, but this settlement brings \$22,500.00 into the estate and eliminates that risk; (b) likely difficulties in collection – collection seems probable and is not a factor in this matter; (c) complexity of litigation involved, and the expense, inconvenience and delay necessarily attending it – the underlying claim involves many factual and legal issues which would necessarily require expert witness testimony to establish the Trustee’s claims, increasing the cost to the estate; and (d) the paramount interest of the creditors -- the Settlement Agreement provides a fixed distribution to the chapter 7 estate now, rather than an uncertain amount which would only come after protracted litigation; the Settlement Agreement provides many benefits to the estate, with the key benefits being \$22,500.00 and certainty.

5. In my judgment as Trustee, I believe that the Settlement Agreement is reasonable and in the best interest of the estate. Accordingly, I respectfully request that the Court approve same.

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I certify, under penalty of perjury, that the foregoing statements made by me are true and correct, to the best of my knowledge, information, and belief.

DATED: May 14, 2024

/s/ Andrew Sklar

Andrew Sklar

